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Proposed Attorneys for Elissa D. Miller,  
Chapter 7 Trustee

**UNITED STATES BANKRUPTCY COURT**  
**CENTRAL DISTRICT OF CALIFORNIA**  
**LOS ANGELES DIVISION**

In re  
GIRARDI KEESE,  
  
Debtor.

Case No. 2:20-bk-21022-BR

Chapter 7

**REPLY TO SOUTHERN CALIFORNIA  
GAS COMPANY'S STATEMENT RE  
TRUSTEE'S EMERGENCY MOTION FOR  
ORDER:**

**(1) APPROVING COMPROMISE WITH  
FRANTZ LAW GROUP, APLC  
PURSUANT TO FEDERAL RULE OF  
BANKRUPTCY PROCEDURE 9019,  
ETC.**

**(2) AUTHORIZING THE ASSIGNMENT  
OF THE ESTATE'S INTERESTS IN THE  
SOUTHERN CALIFORNIA GAS LEAK  
LITIGATION FREE AND CLEAR OF  
LIENS, CLAIMS AND INTERESTS  
PURSUANT TO 11 U.S.C. § 363; AND**

**(3) AUTHORIZING REJECTION OF THE  
ASSUMPTION AND LIEN AGREEMENT  
BETWEEN THE DEBTOR AND ABIR  
COHEN TREYZON SALO LLP  
PURSUANT TO 11 U.S.C. § 365**

Date: February 2, 2021  
Time: 10:00 a.m.  
Ctrm.: 1668 via ZoomGov  
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Los Angeles, CA 90012

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**TO THE HONORABLE BARRY RUSSELL, UNITED STATES BANKRUPTCY JUDGE:**

Elissa D. Miller, the chapter 7 trustee (the "Trustee") for the bankruptcy estate of Girardi Keese (the "Estate"), submits this Reply to Southern California Gas Company's ("SoCalGas") Statement (the "Statement") regarding the Trustee's *Emergency Motion for Order: (1) Approving Compromise with Frantz Law Group, APLC, Pursuant to Federal Rule of Bankruptcy Procedure 9019; (2) Authorizing the Assignment of the Estate's Interests in the Southern California Gas Leak Litigation Free and Clear of Liens, Claims and Interests Pursuant to 11 U.S.C. § 363; and (3) Authorizing Rejection of the Assumption and Lien Agreement Between the Debtor and Abir Cohen Treyzon Salo LLP Pursuant to 11 U.S.C. § 365* (the "Motion").

**I. INTRODUCTION**

Attempting to improperly exert influence over the Trustee and the Estate, SoCalGas, the main defendant in what has been referred to as the Porter Ranch Litigation or Southern California Gas Leak Litigation, has filed a Statement responding to the Trustee's Motion. The Court should strike it. SoCalGas has no standing to assert any arguments or comments related to the Motion. Further, its comments that it has reached out to the Trustee and her counsel to discuss settlement imply that the Trustee has authority to settle claims on behalf of the Debtor's clients. This mischaracterization is inappropriate and incorrect. The Trustee cannot settle the claims against SoCalGas because the claims are not property of the Estate. SoCalGas's Statement is tainted with ulterior motives, and the Court should strike the Statement.

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1 **II. MEMORANDUM OF POINTS AND AUTHORITIES**

2 **A. Southern California Gas Company Lacks Standing to File the**  
3 **Statement**

4 As set forth in the Debtor's Motion, the Debtor was a plaintiff's law firm located in  
5 Los Angeles, California. At the time the involuntary petition was commenced against the  
6 Debtor, the Debtor represented thousands of clients in numerous cases. One of the  
7 Debtor's most significant pending cases involved its joint representation of 8,202  
8 individual plaintiffs in the litigation over the months-long gas leak in Porter Ranch,  
9 California (the "Southern California Gas Leak Litigation"). SoCalGas is one of the  
10 defendants in the Southern California Gas Leak Litigation and is not a creditor of the  
11 Estate.

12 SoCalGas does not have standing to file the Statement. A finding of standing  
13 "depends upon whether the party has alleged such a personal stake in the outcome of  
14 the controversy...as to ensure that the dispute...will be presented in an adversary  
15 context..." See *In re Autosport Int'l, Inc.*, 2013 WL 3199826 at \*3 (Bankr. C.D. Cal. 2013)  
16 citing *Sierra Club v. Morton*, 405 U.S. 727, 732 (1972). To establishing standing in a  
17 bankruptcy case, "a party must be a person aggrieved by the bankruptcy court's  
18 order...in other words, the order must diminish the [parties'] property, increase its  
19 burdens, or detrimentally affect its rights." See *In re Autosport Int'l, Inc.*, 2013 WL  
20 3199826 at \*3 (Bankr. C.D. Cal. 2013) citing *Duckor Spradling & Metzger v. Baum Trust*  
21 (*In re P.R.T.C., Inc.*), 177 F.3d 774, 777 (9th Cir. 1999) (internal quotation marks  
22 omitted).

23 The Trustee's Motion will have no effect on SoCalGas. SoCalGas is not a creditor  
24 of the Debtor, and the Motion will not affect SoCalGas's rights, property, or place any  
25 burden on SoCalGas. Moreover, SoCalGas makes no assertions that it will be aggrieved  
26 in any way by the Motion. SoCalGas's only tie to the Debtor's bankruptcy case is as a  
27 defendant in cases where the Debtor was the co-counsel of record. There is no  
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1 connection to establish standing. Accordingly, because SoCalGas lacks standing, the  
2 Court should strike its Statement.

3 **B. The Trustee Cannot Settle the Claims on Behalf of the Estate**

4 In its Statement, SoGalGas repeatedly makes inappropriate insinuations that the  
5 Trustee should explore a settlement with SoCalGas and that the Trustee somehow has  
6 authority to settle the claims on behalf of the Debtor's clients. Specifically, SoCalGas  
7 states that it "has reached out to the Trustee [and her] counsel...to inform them of its  
8 interest in commencing discussions on a resolution of the Debtor's clients' claims." See  
9 Statement at 2, lines 19-20. SoCalGas later concludes that it "is hopeful that it will be  
10 able to engage in a productive dialog with the Trustee..." See Statement at 3, lines 1-2.  
11 These insinuations are an attempt to improperly influence the Trustee to take actions  
12 SoCalGas believes will be to its benefit.

13 The Trustee does not have authority to settle the Debtor's clients' claims against  
14 SoCalGas. As made abundantly clear in the Trustee's Motion, the Estate's interest is in  
15 the fees and costs resulting from any recovery in the Debtor's cases in the Southern  
16 California Gas Leak Litigation. The claims against SoCalGas belong to the Debtor's  
17 clients, not the Estate. Because the clients' claims are not property of the Estate, the  
18 Trustee lacks authority to settle the claims against SoCalGas. Any suggestion otherwise  
19 is incorrect and mischaracterizes the Trustee's authority.

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1 **III. CONCLUSION**

2 For the reasons stated above, the Court should strike the Statement filed by  
3 SoCalGas.

4  
5 DATED: January 29, 2021

Respectfully submitted,

6 SMILEY WANG-EKVALL, LLP

7  
8 By: /s/ Lei Lei Wang Ekvall

9 LEI LEI WANG EKVALL

10 Attorneys for Elissa D. Miller, Chapter 7  
11 Trustee

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## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is 3200 Park Center Drive, Suite 250, Costa Mesa, CA 92626.

A true and correct copy of the foregoing document entitled (*specify*): **REPLY TO SOUTHERN CALIFORNIA GAS COMPANY'S STATEMENT RE TRUSTEE'S EMERGENCY MOTION FOR ORDER: (1) APPROVING COMPROMISE WITH FRANTZ LAW GROUP, APLC PURSUANT TO FEDERAL RULE OF BANKRUPTCY PROCEDURE 9019, ETC. (2) AUTHORIZING THE ASSIGNMENT OF THE ESTATE'S INTERESTS IN THE SOUTHERN CALIFORNIA GAS LEAK LITIGATION FREE AND CLEAR OF LIENS, CLAIMS AND INTERESTS PURSUANT TO 11 U.S.C. § 363; AND (3) AUTHORIZING REJECTION OF THE ASSUMPTION AND LIEN AGREEMENT BETWEEN THE DEBTOR AND ABIR COHEN TREYZON SALO LLP PURSUANT TO 11 U.S.C. § 365** will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) January 29, 2021 I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page.

**2. SERVED BY UNITED STATES MAIL:**

On (*date*) January 29, 2021, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

The Honorable Barry Russell  
U.S. Bankruptcy Court  
Roybal Federal Building  
255 E. Temple Street, Suite 1660  
Los Angeles, CA 90012

☐ Service information continued on attached page.

**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (*state method for each person or entity served*): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) \_\_\_\_\_, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

January 29, 2021  
\_\_\_\_\_  
*Date*

Gabriela Gomez-Cruz  
\_\_\_\_\_  
*Printed Name*

/s/ Gabriela Gomez-Cruz  
\_\_\_\_\_  
*Signature*

**ADDITIONAL SERVICE INFORMATION (if needed):**

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